



निविदा पूछताछ
TENDER ENQUIRY

[एकल निविदा]
[SINGLE TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड
(भारत सरकार का उपक्रम)
MAZAGON DOCK SHIPBUILDERS LIMITED
(Formerly known as Mazagon Dock Limited)
(A Govt. of India Undertaking)
CIN: L35100MH1934GOI002079
Dockyard Road, Mumbai 400 010
Website- www.mazagondock.in
Certified - ISO 9001: 2008 for Shipbuilding Division
GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	6000001494	विभाग/Department	OTS(OUTSOURCING DEPT.)
क्रय अधिकारी/Purchase Exec.	Bhupendra Singh	क्रय अधिकारी/Purchase Exec.	Bhupendra Singh
सेवा में /To		दूरभाष सं./Telephone No	23763299
		फैक्स सं./Fax No	23743198
		ई-मेल/E-Mail	bsingh@mazdock.com
		निविदा सं./Tender No	6000001494
		निविदा तिथि/ Tender Date	20.06.2022
		निविदा बंद की तिथि/Tender Closing Date	11.07.2022
		निविदा बंद होने का समय/Tender Closing Time	15:00:00
दूरभाष सं./Telephone		आरएफक्यू सं./RFQ No	2110001704
फैक्स सं./Fax			
ई-मेल/E-Mail			

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	60,000.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		12.07.2022,15:30:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		08.11.2022
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		0.00 %आदेश मूल्य का/PO value

(आगे के विवरण हेतु कृपया सम्बद्ध नियम शर्तों को पढ़ें । सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें ।
Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive 's Name , Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence)

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- BIENNIAL COMPREHENSIVE MAINTENANCE CONTRACT FOR 30-TON WEIGHBRIDGE OF AVERY MAKE

माझगाँव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में (भाग - I तकनिकी - वाणिज्य बोली एवं भाग II मूल्य बोली) बोली आमंत्रित करती है।
Mazagon Dock Shipbuilders Limited (MDL) invites Competitive – Bid from reputed Supplier for the following in TWO BID system (Part - I Techno - Commercial Bid & Part - II Price Bid).

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	Biennial Maintenance Contract Service Description :Biennial Comprehensive Maintenance Contract and two time stamping at the interval of one year of 30 Ton Electro Mechanical Avery Weigh Bridge located at South Yard, MDL	1 Activity unit	05.11.2022

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	excluding UPS,batteries,PC,Printer and earth pit.		
	<p>A. SCOPE OF WORK:</p> <p>i. During the period of maintenance contract, Avery Service Engineer will visit the specified unit at our site four times per annum for carrying out preventive maintenance of 30 Ton Electro Mechanical Avery Weigh Bridge located at South Yard.</p> <p>ii. One time per annum overhauling and preparation of weigh bridge for re-verification by Government Inspectors in accordance with Weights and Measures Act. & Stamping by Govt. Authorities. The payment for the stamping would be made separately, as per PO rates.</p> <p>iii. Firm shall attend all breakdown calls as and when required within normal working hours (0900 to 1700 Hrs) on all working days.</p> <p>iv. Under normal usage conditions, the electronic components of Digitizer, Control cubical etc. inclusive in this contract and will be replaced free of charge.</p> <p>v. Any problems on application software provided by M/s. Avery India Ltd. will be attended to and latest existing software will be provided as and when required.</p> <p>vi. Firm shall make Test weight arrangement whenever required for testing /re-verification of weighbridge. MDL have only 1000 KG (20 KG x 50 Nos.) weights.</p> <p>B. Penalty or Liquidated Damages: Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to MDL beyond the agreed schedule,the Vendor / Contractor shall pay liquidated damages a sum representing 0.5% (Half Percent) per week or part thereof, subject to maximum of 5% of the final Order / Contract value.</p> <p>C. Hindrance Register: All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the representatives of both MDL as well as Contractor.</p> <p>D. Inspection: Quality and quantity of work including supply of materials will be checked and inspected by CM or officer of above level of SB-Store/ User Dept.</p> <p>The Line item 00100 covers the following services</p>		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Maintenance first year	4 Number	
	सेवा विवरण/Service Details :-	Quarterly Maintenance of Weigh Bridge - 1st Year	
000000002 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Stamping first year	1 Number	
	सेवा विवरण/Service Details :-	All-inclusive Stamping Charges for Weigh Bridge - 1st Year	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
000000003 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Maintenance second year सेवा विवरण/Service Details :-	4 Number	
	Quarterly Maintenance of Weigh Bridge - 2nd Year		
000000004 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Stamping second year सेवा विवरण/Service Details :-	1 Number	
	All-inclusive Stamping Charges for Weigh bridge - 2nd Year		

नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा है की, हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा।
Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड के लिए /For Mazagon Dock Shipbuilders Ltd



एकबोलीनिविदा 6000001494 Dated: 20.06.2022

Single, E-Tender for Biennial Comprehensive Maintenance Contract 30
Ton Weighbridge of Avery Make.



MAZAGON DOCK SHIPBUILDERS LIMITED

(Formerly known as Mazagon Dock Ltd)

CIN: U35100MH1934GOI002079

(A Government of India Undertaking)

Dockyard Road, Mazgaon, Mumbai 400 010. INDIA

Certified – ISO 9001:2008for Shipbuilding Division

DIVISION:SHIP BUILDING

DEPARTMENT: OUTSOURCING

Tel. No.: +91(022) 2376 3311

Fax: +91(022) 2376 3198.

E mail:bsingh@mazdock.com

Website: www.mazdock.com

MDL TENDER No	: 6000001494
TENDER DATED	: 20.06.2022
TENDER CLOSING DATE & TIME	: 11.07.2022 at 15.00
TENDER OPENING DATE & TIME	: 12.07.2022 at 15.30

माझगाँवडॉकशिपबिल्डर्सलिमिटेड, मुंबईद्वारापात्रबोलीकर्तासेनीचेदियेगएविवरणकेअनुसारएक-
बोलीप्रणालीकेअंतर्गतबोली आमंत्रितकीजा रहीहै।

MAZAGON DOCK SHIPBUILDERS LIMITED INVITE BID from reputed Bidder / Vendor in**Single Bid System**for the Work/Services as detailed in this tender document:

Note: Before quoting against this Tender, the prospective bidder is requested to go through the Tender Enquiry document (& Annexes, if any) thoroughly & carefully. Deviations to the Terms & Conditions of the Tender are highly discouraged. Therefore, any doubts arising in respect of any of the Terms & Conditions stipulated, Qualification Criteria, Eligibility for exemption from submission of EMD, clarification if any w.r.t. Documentation / Procedural requirements, etc. shall get clarified by the prospective bidder through the Dealing Executive invariably before the submission of the Bid.



1. **SUBJECT** : Biennial Maintenance Contract & Stamping charges for 30 Ton Electro mechanical avery weigh Bridge located at South Yard, MDL by M/s Avery India Ltd on Single Tender basis.
2. **SCOPE OF WORK** : As mentioned in tender document.
3. **INSPECTION** :
Quality and quantity of work including supply of materials will be checked and inspected by CM or officer of above level of User Dept.
4. **TENTATIVE WORK COMPLETION PERIOD, WORK SCHEDULE, CONTRACT VALIDITY & MOBILISATION**
 - 4.1 Tentative work completion period is 2 year from 05.11.2022 to 04.11.2024
 - 4.2 **Work schedule** :
Biennial Comprehensive Maintenance Contract and two time stamping at the interval of one year for 30 Ton Electro Mechanical Avery Weigh Bridge located at South Yard, MDL excluding UPS,batteries,PC,Printer and earth pit.
 - 4.3 **Contract validity** : The Contract shall be valid for two years from the date of placement of order.
 - 4.4 **Mobilization** :
 - 4.4.1 Mobilization period is considered as 03 days. After intimation by MDL User department.
 - 4.4.2 All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the representatives of both MDL as well as Contractor.
5. **INTEGRITY PACT (IP) & INTEGRITY PACT** : Not applicable.
BANK GUARANTEE (IPBG):
6. **EARNEST MONEY DEPOSIT (EMD)** : Not applicable.
7. **BID REJECTION CRITERIA** :
 - 7.1 Following bids shall be **categorically rejected**.
 - 7.1.1 The Bids received after tender closing date and time.
 - 7.1.2 Bidders not quoting for all the items in the Rate Sheet in the prescribed format available in tender
 - 7.1.3 Bidders who are debarred under PPP MII order 2017, GeM, CPPP including tender holiday issued by MDL as on tender due date & time
 - 7.2 Following criteria may render the bids **liable for rejection**.
 - 7.2.1 Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period from the date of intimation to the bidders on the deficiencies noticed in the documents submitted by them.
 - 7.2.2 Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
 - 7.2.3 Bids with technical requirements and or terms not acceptable to MDL.
 - 7.2.4 Validity period indicated by bidders is shorter than that specified in the tender enquiry.
 - 7.2.5 Unreasonably longer delivery period quoted by the firm.
8. **QUALIFICATION CRITERIA:** Not applicable
9. **VALIDITY PERIOD** :
Bids/ Offers shall have a validity period of **120** days from the tender closing date.
10. **PRE-BID CONFERENCE** : Not applicable.
11. **ON-LINE UPLOADING OF BIDS IN SINGLE-BID SYSTEM:**



On-line Offer (e-bid) must be uploaded in Single parts, Part-I Techno-commercial bid & Part-II price bid as appearing online:

11.1 Common Documents:

11.1.1 Bidder must be upload copies of Tender Inquiry acceptance Format, General Terms & Condition acceptance format, Standard Terms & Condition acceptance format in the Prescribed Formats attached herewith (Annexures C, D & E); duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause. Normally deviations to the tender terms are discouraged. However, if the bidder has any deviations, the same should be filled in above formats (Annexures C, D & E) , mentioning the deviation against the relevant Tender clause no., failing which it will be construed that all clauses of Tender inquiry, STACs & GTACs appearing against the tender are understood by you and are fully acceptable to you. In the event bidder has no deviations, he should submit following forms mentioning 'Accepted'. Any deviations mentioned elsewhere in the offer other than in said Forms will not be considered.

11.1.2 Scan Copy of valid GST Registration Certificate Acceptance of Standard Terms & Conditions of GST enclosed with this tender as per Annexure-I

11.1.3 Scan Copy Duly filled RTGS/NEFT as per **Annexure - G.**

11.1.4 Scan Copy Compliance of GFR2017 as per **Annexure-H**

11.1.5 Blank Rate sheet (Annexure-B), with blanking the prices but clearly indicating 'Quoted/ Not-Quoted' applicable against each of the line item shall be uploaded. Also, the applicable type of Tax and tax percentage shall be clearly mentioned, as applicable against each of the line item. Blank rate sheet shall be duly stamped & signed and uploaded online.

11.1.6 Acceptance for 'validity of offer/ bid as per tender terms' on the bidder's letterhead.

11.2 In addition to the documents as indicated above, following documents shall be submitted by bidder.

11.2.1 Bidders registered with MDL should be submitted valid Registration Certificate issued by MDL.

11.2.2 Bidders not registered with MDL should be submitted the following document.

11.2.2.1 Track Record as per Format OTS-F-04 (available on MDL website).

11.2.2.2 Bank details for payment as per Format – OTS- F-12 (RTGS/ NEFT) (available on MDL website).

11.2.2.3 Xerox copy of PAN card.

11.2.2.4 Company Profile, Shop & Establishment and Tax registration certificate.

(Price Bid): Part- II (Price Bid): This should contain only the PRICES for each of the listed items strictly in the prescribed format provided with the tender document. Price bid must be enclosed only in the required format as appearing online.

Note: - In case of error in the aggregate values, the individual service-wise quoted rates will be considered. Prices for the tendered services/ Items and applicable Taxes and duties are to be quoted by entering the same online. Timely submission of the e-Bids is responsibility of the bidders and no reasons / excuses in this regard will be entertained.

Opening of e-Bid (Part-I) & (part-ii)

a) Techno-Commercial e-bid (Part-I) will be opened online on the tender opening date or extended tender opening date or next working day if opening date happens to be holiday declared by MDL. The participant bidder can also witness opening of the bids online from their locations by logging on MDL e-procurement website with their Digital Signature Certificate (DSC)

b) Techno-commercially qualified bidders can also witness opening of price bids online from their locations by logging on MDL e-procurement website by using their Digital Signature Certificate (DSC). L1 will be determined after taking into account loading factor if any.

12. PRICING & ESCALATION



- 12.1 Contract Price shall remain firm and fixed till completion of all work as per scope of work.
- 12.2 MDL shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgement of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.
- 12.3 Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, etc. for the entire contract period.
- 12.4 Growth of work clause: MDL shall be at liberty to place additional work to the extent of 15% of contract value at the same terms and conditions of the contract within contractual delivery period and bidder shall have to honor it. Such additional work shall be entrusted to the contractor through a separate Order to that effect or through an amendment to the Order. In any case, the contractor should not undertake any (additional) work beyond the Contractual period without an order to that effect from MDL. This additional 15% work is considered beyond the total Tendered quantity. The contract period may be extended by 3 months with same terms and conditions of this contract.

13. RANKING OF BIDS & DETERMINATION OF L-1 BIDDERS: Not Applicable

14. WORK DONE CERTIFICATE:

- 14.1 WDC shall be prepared by the contractor for the completed activities and shall be certified by the concerned User (not below the rank of Chief Manager) for each inspection stage of the compartment/equipments. Payment shall be as per the quantities certified in WDC.
- 14.2 The WDC shall include cumulative statement of jobs carried out till last WDC. The necessary service entry shall be made in SAP system by the WDC certifying authority & will be submitted to the contractor for further invoicing. The WDC shall bear relevant Service Entry sheet no., PO no. and respective item Sr. No., sub service line item of the PO.
- 14.3 The WDC must clearly mention the scheduled dates for starting & completion/delivery of the jobs as mutually agreed between OIC MDL & contractor and the actual dates of start & completion.
- 14.4 In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from sub contractor's invoice.

15. TERMS OF PAYMENT:

- 15.1 100% will be made through RTGS/NEFT between 15-20 days for actual quantities of work executed and on submission of documents as given below:
- 15.2 Set of Original + 3 Copies of signed Tax Invoice to be submitted to Receipts Sections along with Service Entry through SAP system from user department. Bidder will be required to submit bills indicating details of earlier billing in every bill/invoice and also showing cumulative value of work done, failing which, the bills will not be accepted / cleared.
- 15.3 The bills should be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC' to Receipts Sections adjacent to ARS punching station of South Yard along with Service entry through SAP system from user department.

Kindly, note that submission of the above documents with the invoice is essential for effecting (timely) payment to the Subcontractor.

- 15.4 Alternate Vendor payment through TReDS: "In order to address the financial needs of MSME firms, Gol has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.
MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt. Ltd.



MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on

i. "Invoicemart" TReDS platform or by registering on it.

Contact details at "Invoicemart" TReDS platform are as below:

022 6235 7373 and a new mail id service@invoicemart.com.

ii. "M1xchange" TReDS platform or by registering on it. Contact details at

"M1xchange" TReDS platform are as below: +919920455374 Ms. Ashwathi Jayandran
email id ashwathi.jayandran@m1xchange.com

+91 8839915724 Ms.Prinyaka Shah email id prinyaka.shah@m1xchange.com

16. **MODIFICATION** : Not Applicable.
17. **SECURITY DEPOSIT (SD)** : Not Applicable.
18. **GUARANTEE** : Not Applicable.
19. **PERFORMANCE BANK GUARANTEE** : Not Applicable.
20. **OFFICIAL SECRET ACT**:-The Contractor shall also abide all statutory requirements, Official Secrets Act 1923, Security & Safety regulations, etc. as per references, which are part of this Tender & also adhere to the health, safety and environment norms, equipping their personnel with suitable safety gears, Personal Protective Equipment (PPEs), etc.: -The Contractor shall also abide all statutory requirements, Official Secrets Act 1923, Security & Safety regulations, etc. as per references, which are part of this Tender & also adhere to the health, safety and environment norms, equipping their personnel with suitable safety gears, Personal Protective Equipment (PPEs), etc..
21. **TAXES:**
- 21.1 The items/service-wise rates quoted in the Rate sheet should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately in the same Rate sheet, at the space provided for, which will be paid extra based on tax invoice to the extent applicable.
- 21.2 The variation in statutory levies etc are not allowed unless the breakups in respect of taxes duties are clearly and separately furnished in bid.
- 21.3 Bidders are required to submit their provisional ID with HSN number, along with documentary proof. **MDL's GST ID is 27AAACM8029J1ZA.**
- 21.4 Bidders are required to comply with all the provisions applicable under the GST Act. **(Please refer Annexure I).**
22. **LOADING CRITERIA** Not applicable.
23. **PURCHASE PREFERENCE** Not applicable.
24. **FREAK LOW QUOTES** Not applicable.
25. **MODIFICATIONS TO THE BID** Not applicable.
26. **WORKING ON MDL HOLIDAYS:**
Contractor shall be required to follow appropriate Security Clearance Procedure as per MDL Standard Terms and laid down practice during the execution of the above work inside MDL premises. Contractor shall also have to ensure that personnel deployed in connection with entrusted work will not indulge in any activities other than the duties assigned to them. They are required to have all the required documents to get the security passes.
Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned Dept.
Please refer "OTS - Procedure for Entry Passes" under Tenders → Shipbuilding → Outsourcing → Standard Terms and Conditions on our website www.mazagondock.in
27. **ARBITRATION:**
- a) Any unresolved claim, dispute or difference between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach



thereof shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 by a sole arbitrator appointed with the mutual consent of both the parties.

b) The Cost of the arbitration, fee of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc, as shall be decided by the Sole Arbitrator, shall be shared equally by the parties.

c) The seat of the arbitration shall be at Mumbai and the arbitration proceedings shall be conducted in English Language.

d) The governing laws for the arbitration agreement and the contract shall be the substantive laws of India.

28. Compliance of Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as per Enclosure-9

Gol vide Order (Public Procurement No.1, 2 & 3) dtd. 23 Jul 2020 & 24 Jul 2020 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India. Accordingly, following shall be complied by the Bidders while submitting bids.

(A) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The Bidder shall submit declaration / certificate as per "Enclosure 9" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. However, Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs

B) "Bidder" for the purpose of this Order (Public Procurement No.1, 2 & 3) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

C) "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.1, 2 & 3) means

a) An entity incorporated, established or registered in such a country; or

b) A subsidiary of an entity incorporated, established or registered in such a country; or

c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

d) An entity whose beneficial owner is situated in such a country; or

e) An Indian (or other) agent of such an entity; or

f) A natural person who is a citizen of such a country; or

g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

Note: "Beneficial owner" for the purpose of above paragraph (C) will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;



- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

D) "Agent" for the purpose of this Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 is a person employed to do any act for another, or to represent another in dealings with third persons

29. TERMINATION & RISK PURCHASE:

- A** If the equipment / article / service or any portion thereof be not delivered/ performed by the scheduled delivery date/ period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.
- B** The Purchaser shall also be at liberty to purchase, manufacture or supply from stock or utilize the services as it deems fit, other articles of the same or similar description to make good such default and or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Contractor.

30. LIQUIDATED DAMAGES

- 30.1 Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule.
- 30.2 In cases of delay not attributable to MDL beyond the agreed schedule, the Vendor / Contractor shall pay liquidated damages a sum representing 0.5% (Half Percent) per week or part thereof, subject to maximum of 5% of the final Order / Contract value.

31. MDL will not be responsible for an error in downloading of tender documents from web by the bidder. The Version appearing on MDL website will be considered final and authentic.

32. PARALLEL ORDER : Not Applicable

33. Contractors shall not engage employees of other contractors presently working in MDL & recorded at Security Dept. The contractor can engage such employee if other contractor gives No Objection Certificate for such engagement & cancel the name of such desirous employee from his roll & accordingly convey to Security. The contractor engaging such employee without permission is liable for penalty including termination of contract & forfeiture of Security Deposit. Such penalty can also be imposed if it is observed that supervisors/ Workers deployed by contractor are not on their roll as per statement submitted by him at Security.

34. The contract will be governed by Standard Terms and Conditions and General Terms and conditions while executing work. In case of discrepancy, clauses mentioned in Tender, Technical



Scope and Rate sheet will override the clauses mentioned in other enclosures including STACS & GTACS.

35. In the event of placement of order on unregistered vendor, the firm will apply for registration through **Mrs. Shiphon Sarkar, M (OTS-YS)** Tel. No. 23763405, within one month from placement of order.
36. Procedure for Entry Passes for the Contractor's Employees: A Detailed procedure is displayed on the website www.mazdock.com under →Work/Service Contracts.
37. **FREE ISSUE OF MATERIAL** : Not Applicable
38. **NON-DISCLOSURE AGREEMENT** : Not Applicable
39. **PUBLIC GRIEVANCE CELL** :
- A Public Grievance Cell headed by Shri R R Kumar, GM(EY-PRODN) 4th Floor, D2 Building, East Yard, has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office or send their complaints / grievances to him in writing for redressal. His Telephone No. is 2376 3512.
40. **DECLARATION** :
- The bidder / supplier / contractor declares that they being proprietors / directors / partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him
41. A MDL reserves the right to consider placement of Order.
B In case of the performance of the contractor is not satisfactory, MDL reserves the right to cancel the order.
42. In case of proper filling of Acceptance Formats for Tender Enquiry Form, General Terms & Conditions (GT&C) and Standard Terms & Conditions (STACS), it shall be presumed that all our tender terms & conditions are acceptable to you.
43. We look forward to your participation in on-line bidding by offering your most competitive and reasonable bid against this tender.

Yours faithfully,
For MAZAGON DOCK SHIPBUILDERS LIMITED,

Bhupendra Singh
Chief Manager
(OUTSOURCING DEPARTMENT)



Following documents, references & formats form a part of the tender:

Annexure – A	Scope of work.
Annexure – B	Illustrative Rate sheet format.
Annexure - C	Tender Enquiry Form (TEF) Acceptance Format
Annexure – D	General Terms & Conditions Acceptance Format
Annexure – E	Standard Terms & Conditions Acceptance Format
Annexure – F	Vendor Declaration
Annexure – G	RTGS – NEFT – Mandate Authorization Form
Annexure – H	Compliance of Public order on Restrictions under Rule 144 of the General Financial Rules (GFRs), 2017
Annexure – I	Standard Terms and Conditions of GST

REFERENCES:

Terms & Conditions (Available on MDL Website www.mazdock.com →Work/Service Contracts or www.mazdock.com → tenders → shipbuilding → Outsourcing.

- 1) Standard Terms & Conditions (STACS).
- 2) General Terms & Conditions (GTACS) while executing work.
- 3) Official Secrets Act 1923 .
- 4) Safety Code for Sub-Contractors.
- 5) Loading Factor.
- 6) Procedure for entry passes.

FORMATS:

Available on MDL Website –www.mazdock.com / →Work/Service Contracts.

- 1) OTS –F-04 Track record.
- 2) OTS –F-05 Bank Guarantee for EMD.
- 3) OTS –F-07 Order acceptance Format.
- 4) OTS –F-12 RTGS/NEFT Mandate Authorization Form.



Annexure-A

Comprehensive Biennial Maintenance Contract and two time stamping at the interval of one year of 30 ton Avery Weigh Bridge .

A. Scope of work & Terms & conditions-

i. During the period of maintenance contract, Avery Service Engineer will visit the specified unit at our site four times per annum for carrying out preventive maintenance of 30 Ton

Electro Mechanical Avery Weigh Bridge located at South Yard.

ii. One time per annum overhauling and preparation of weigh bridge for re-verification by Government Inspectors in accordance with Weights and Measures Act. & Stamping by Govt.

Authorities. The payment for the stamping would be made separately, as per PO rates.

iii. Firm shall attend all breakdown calls as and when required within normal working hours (0900 to 1700 Hrs) on all working days.

iv. Under normal usage conditions, the electronic components of Digitizer, Control cubical etc. inclusive in this contract and will be replaced free of charge.

v. Any problems on application software provided by M/s. Avery India Ltd. will be attended to and latest existing software will be provided as and when required.

vi. Firm shall make Test weight arrangement whenever required for testing /re-verification of weighbridge. MDL have only 1000 KG (20 KG x 50 Nos.) weights, which need to be stamped for One Time during the period of contract. The instruction for the same would be given by YUC Executive. The payment for the same would be made separately, as per PO rates.

vii. MDL will issue a letter to the Inspector Legal Metrology, as per M/s. Avery India's advice at the time of Re-verification due in the month of May each year.

B. Penalty or Liquidated Damages: Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the

delivery schedule. In cases of delay not attributable to MDL beyond the agreed schedule, the Vendor / Contractor shall pay liquidated damages a sum representing 0.5% (Half

Percent) per week or part thereof, subject to maximum of 5% of the final Order / Contract value.

C. Hindrance Register: All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the representatives of both MDL as well as Contractor.

D. Inspection: Quality and quantity of work including supply of materials will be checked and inspected by CM or officer of above level of SB-Store/ User Dept.

E. The firm should make the entry passes immediately for their technicians who will be coming for routine maintenance/ breakdown of the weigh bridge. Necessary documents required for this should be provided by the firm.

**Annexure-B****Illustrative Rate Sheet**

Sr. No	Description.	Unit	Quantity	Unit Rates (Rs.)	Total (Rs.)	SAC No	% of GST	Grant Total with GST (Rs.)
			A	B	C=AxB	D	E	F=C+CxE %
1	Quarterly Maintenance of Weigh Bridge -1 st year	Number	04					
2	All Inclusive stamping charges for Weigh Bridge-1 st year	Number	01					
3	Quarterly Maintenance of Weigh Bridge -2 nd year	Number	04					
4	All Inclusive stamping charges for Weigh Bridge-1 st year	Number	01					
	Total							

GST Number:

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE :

- This rate sheet is only for illustration purpose & for the purpose of indicating tax & whether quoted / not quoted as per clause 11.1.5 of TEF (Tender enquiry form).
- Prices are to be quoted in the Rate sheet (BOQ) provided online in .xls format and uploaded in cover-2 online.
- Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, consumables etc.
- Quantity shown is indicative. However, Payment shall be made as per actual work done.



Annexure-C

Tender Enquiry Form (TEF) Acceptance Format

To,
Mazagon Dock Shipbuilders Limited

Tender Enquiry No.....Date:-.....

TEF Clause No.	Bidder's Remark	TEF Clause No.	Bidder's Remark	TEF Clause No.	Bidder's Remark
	Acc. / Dev.		Acc. / Dev.		Acc. / Dev.
1		15		29	
2		16	Not applicable	30	
3		17	Not applicable	31	
4		18	Not applicable	32	Not applicable
5	Not applicable	19	Not applicable	33	
6	Not applicable	20		34	
7		21		35	
8	Not applicable	22	Not applicable	36	
9		23	Not applicable	37	Not applicable
10	Not applicable	24	Not applicable	38	Not applicable
11		25	Not applicable	39	
12		26		40	
13	Not applicable	27		41	
14		28		42	

Company's Name &Address:

Signature:

Date:

Name :

Designation :

Bidder's Company Seal:

NOTES:

1. Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses.



Annexure-D

General Terms and Conditions (GT&C) Acceptance Format

To,
Mazagon Dock Shipbuilders Limited

Tender Enquiry No.....Date :-.....

GT & C Clause No.	Bidder's Remark	GT & C Clause No.	Bidder's Remark	GT & C Clause No.	Bidder's Remark
	Acc. / Dev.		Acc. / Dev.		Acc. / Dev.
A-10		A-100	Not Applicable	A-190	
A-20	Not Applicable	A-110		A-200	Not Applicable
A-30	Not Applicable	A-120	Not Applicable	A-210	Not Applicable
A-40	Not Applicable	A-130	Not Applicable	A-220	Not Applicable
A-50	Not Applicable	A-140	Not Applicable	A-230	Not Applicable
A-60		A-150	Not Applicable		
A-70		A-160	Not Applicable		
A-80		A-170			
A-90	Not Applicable	A-180			

Company's Name &Address :

Signature :

Date :

Name :

Designation :

Bidder's Company Seal:

NOTES:

1. Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number &description of the clause, reasons for deviation and alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses.



Annexure-E

Standard Terms and Conditions (STACS) Acceptance Format

To,
Mazagon Dock Shipbuilders Limited

Tender Enquiry No.....Date:-.....

STACS Clause No.	Bidder's Remark	STACS Clause No.	Bidder's Remark	STACS Clause No.	Bidder's Remark
	Acc./ Dev		Acc./ Dev		Acc./ Dev
101		290		420	
102		300		430	
103		310	Not Applicable	440	
120		320	Not Applicable	450	
200		330			
210		340			
220		350			
230		360			
240	Not Applicable	370			
250		380			
260		390			
270		400			
280	Not Applicable	410			

Company's Name &Address:

Signature :
Date :
Name :
Designation :
Bidder's Company

Seal:

NOTES:

1. Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number &description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. STACS clause numbers shown in the above format also includes the sub-clauses under these clauses.



Annexure-F

VENDOR DECLARATION

We have understood the Scope of Work and requirement given in the tender. We also confirm herewith that our quoted prices/rates are in line with the scope of work of the tender.

M/s.

Signature:

Name:

Designation:

Stamp:

Date:



Annexure-G

**Mazagon Dock Shipbuilders Limited
Dockyard Road,
Mumbai – 400 010**

RTGS / NEFT – Mandate Authorization Form

1. Vendor Name :
2. PAN No. :
3. Vendor Address :
4. Vendor's Telephone :
5. E-Mail Address :
6. Bank Name :
Bank Address :
7. Fax No. :
Telephone No. :
8. Account No. :
9. Account Type :
10. NEFT Code :
11. RTGS Code :
12. MICR No. :
13. IFSC No. :
14. GST No. :

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reason of incomplete or incorrect information, we would not hold MDL responsible.

**Date
suppliers**

Suppliers Seal

Authorized Signature of the

**Certified that the particular as per Serial No. 1 to 14 are correct as per
our records.**

**Date
Officers**

Bank's Stamp

Authorized Signatories of Bank



Annexure-H

**Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd
23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the
General Financial Rules (GFRs), 2017**

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, (full names), do
hereby declare, in my capacity as of M/s
..... (name of
bidder entity), that:

1) The facts contained herein are within my own personal knowledge.

2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020
on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs),
2017 regarding restrictions on procurement from a bidder of a country which shares a
land border with India and comply to all the provisions of the Order

3) I certify that M/s

..... (name of
bidder entity) is not from such a country or, is from such a country (strike out whichever
is not applicable), has been registered with the Competent Authority. I hereby certify
that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered.
[Where applicable, evidence of valid registration by the Competent Authority is attached]

4) I understand that the submission of incorrect data and / or if certificate / declaration
given by M/s

..... (name of
bidder entity) is found to be false, this would be a ground for immediate termination and
further legal action in accordance with law as per Clause 12 of the Public Order on
Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE:

DATE: _____

Seal / Stamp of Bidder



Annexure-I

Standard Terms & Conditions for GST Compliance

- I. GST as per GST Laws shall be payable extra as quoted and agreed.
- II. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism (RCM).
- III. Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except unregistered dealers under GST Law) have to submit declaration that they have complied with 'Anti- profiteering clause' under GST Law. Such declaration be given in technical bid.
- IV. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. Supplier / Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
- V. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier / Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves the right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
- VI. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
- VII. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section (GRS).
- VIII. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
- IX. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item-wise rates (i.e Basic+P&F+F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e Basic + P&F + F&I).